BANGALORE METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 26.10.2023 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24.
Tender No :BMTC/2023-24/SE0153 Dtd.18.11.2023

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Chief Mechanical Engineer, KSRTC
3	Controller of Stores & Purchase, BMTC
4	Chief Accounts Officer-FA, BMTC
5	Chief Civil Engineer, BMTC
6	Divisional Mechanical Engineer, C.O. BMTC
7	Assistant Mechanical Engineer, C.O. BMTC

Sl No	Companies
1	M/s. Evey Trans Pvt. Ltd.
2	M/s.JBM Auto Ltd.
3	M/s. Tata Motors Ltd. (Virtually attended)
4	M/s.EKA Pinnacle Ltd. (Virtually attended)
5	M/s. PMI Electro Mobility Solutions (virtually attended)
6	M/s.Ohm Moblity / M/s. Switch Mobility (virtually attended

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0153 Dtd.18.11.2023 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24, documents related to tender terms and conditions are available in the e-procurement portal.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
TML Smart City					
1	22.3 Payment of Fee	89	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Request Authority to amend the clause as follows - Invoice to be submitted within 10 days from the end of the months based on assured Kms and 90% Payment shall be made within 15 days and balance 10% payment can be within 30 days from the submission of invoice subject to verification of the invoice against the records that it has in relation to the Bus Service	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
2	22.5 Payment for underutilized kilometre	90	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	Request Authority to amend the clause as follows - If the actual Bus Kilometres is below the assured utilization in the current month, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]	Adhere to Tender Condition
3	22.7 Revision of Fee	91	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Price increases to be clearly linked with WPI, CPI, minimum wages and changes to labour law - over the period instead of the current definition of flat 1% YoY escalation Therefore, request authority to amend the clause as below - The Parties agree that the PK Fee shall be revised annually from the second year of the deployment of first lot onwards at maximum of [i] % Change in Price Index*70% or [ii] fixed rate of 2% of Basic Quoted Rate throughout the contractual period to accommodate price escalation on account of cost of maintenance, material & manpower. However for the first year, there will be no "Revision in PK fee" % Change in Price Index :- % change between" Price Index occurring between the reference price index preceding the COD date and reference index date immediately preceding the second year of COD" Price Index :- 60% of WPI Index + 40% of CPI IW Any subsequent increase in wages over and above statutory compliance through third party / Service Provider/ Authority/ Trade Unions / Central & State Govt./	Adhere to Tender Condition
4	27.1 Escrow Account	101	27.1.1 The Authority shall prior to the Appointed Date open and establish an account ("Escrow Account") with a Bank ("Escrow Bank") in accordance with this Contract read with the Escrow Agreement.	Request Authority to allow Operator to open the Escrow A/c	Adhere to Tender Condition
5	Bid Security	6	Amount INR 18.31Crore shall be paid on line through any of the following e-payment modes to e-procurement portal. a) Credit Card b) Direct debit c) National Electronic Fund Transfer (NEFT) d) Over the Counter (OTC) (Axis Bank)	Request Authority to allow Bank guarantee mode for payment for Bid security	Adhere to Tender Condition
6	15.6A	5	Minimum seating capacity- 40 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc	Option 1: 33 HB SEATS +1WC+D or **Option 2: 35PMS + 1WC +D**	Minimum 35 Nos. seats of 2x2 High back seats with , as per AIS-052 & AIS-023 to be provided. Along with WC provison +Driver seat.
7	23	8	Roof hatches-Two nos. roof escape hatches, as per AIS:153	Requested to consider as per AIS 052 - 1 Nos of roof hatch is provided	Adhere to Tender Condition
8	4a	2	I. Power consumption – less than 1.3 kwh per kilometer	Request Authority to consider 1.3 kWh per kilimetre as per AIS040	Adhere to Tender Condition
9	21	8	Efficiency of bus battery - Standard bus (12 m) AC: 1.3 kWh/km		
10	4.9	3	Transmission - Automatic	Requested to allow as per manufacturers design	As per manufactuter's design
11	35	8	ETM Charger - ETM Charger should be provided	Request to clarify whether ETM will be provided by authority or not & if provided, request to specificy details of ETM for fitment provision	Provision for charging ETMs to be provided
12	44	8	Inverter - As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop	Request to clarify whether Inverter will be provided by authority or not & if provided, request to specificy details of for fitment provision	Inverter to be provided by the bidder

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
13	12	3	Charging range - The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	Range requirements will be met as per AIS040	Adhere to Tender Condition
14	4	2	VI. Charging Time less than 2 hours- overnight charging.	VI. Charging Time less than 2 hours- overnight charging - Authority to consider 2 hours , from 20 to 90 percent SOC.	The bus to be charged at maximum of 2 hours
15	5.1 Obligations of the Service Provider	21	The Service Provider shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement; 5.1.1 The Service Provider shall procure the Buses as per the Procurement Schedule provided in Schedule- G hereto for providing the Services in accordance with the Operational Plan and in accordance with the terms and conditions of this Agreement	Leasing partner to be introduced and request authority to enter into leasing or triparttee agreement for procurement of buses with the leasing partner backed by Payment Security Fund Or Operator / OEM can become a collection agent. Relevant definition and all subsequent clauses such as termination, suspension, payment security etc. need to be amended accordingly	Adhere to Tender Condition
16	9.1 Performance Security	39	9.1.1 Provide to the Authority no later than 30 (thirty) days from the date of receipt of LoA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 5% of the tender value in the form set forth in Schedule-D (the "Performance Security")beyond 90 days after contract period. Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider	Request Authority to allow performance security amount equivalent to 3% of tender value	Adhere to Tender Condition
17	20.3 Declaration of Availability	78	20.3.1 Unless otherwise notified by the Service Provider, the Availability of a Bus shall be deemed to be 96% (ninety six per cent) at all times	Request Authority to amend the specified clause to 95% Bus availability because assured fleet & guarantee fleet availbility is 95%	Agreed
18			Additional Clause requirement	Payment Security Mechanism (PSM) should be introduced in the tender - a. To be initially funded by a government agency and maintained on a "rolling" basis b. Initially the PSM Fund should have a corpus equal to 4 months of Financier's loan / lease payment and OEM's fixed monthly charge for O&M c. In case of delay in payment by the STU, the Financier / OEM would first dip into the Escrow account maintained by the STU (2 months of dues) and LC after the Escrow has been exhausted d. In case of further delays in payments and lack of funds in STU Escrow, the Financier / OEM would have the ability to dip into the PSM fund e. The PSM Fund would be maintained on a "rolling basis". ie in case the corpus in PSM Fund goes below 2 months billing at any time, it would need to be topped up to 4 months of billing f. A PSM Fund "Oversight Committee" to be formed to authorize fair and timely release of payments from PSM fund. Oversight committee to be formed with proper representatives who can protect the interest of financer and operator. g. For specific States financiers may be willing to consider a rolling PSM funded by State along with top up guaranteed by the State Government	Adhere to Tender Condition
19	16.2.3	57	16.2.3 The Service Provider shall ensure that if any plant and machinery is provided by the authority from the Maintenance Depots at the time of Handover, they are used, maintained and returned in working order upon Termination of the Agreement.	Requested to share tools and equipments list availble with authority which will be handover to Service Provider	The depots will be handed over to the sucessful bidder as is where is condition. The bidder may visit the identified depots.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
20	17.5	63	Bi-monthly Schedule -The Service Provider shall ordinarily perform, at the Maintenance Depots, its bi-monthly Maintenance Obligations for each Bus at intervals of 15 (fifteen) days (the "Bi-monthly Schedule"). The Due Date for Bi-monthly Schedule shall be the later of 16th (sixteenth) day from the immediately preceding Scheduled Maintenance or travel of 6,000 km (six thousand kilometres) after such Scheduled Maintenance.	Requested to consider the Schedule maintenance as per manufacturers recommendation	As per manufactuter's design
21	17.6	63	Forty Five Day Schedule		
22	17.7	63	Half-Yearly Schedule		
23	17.8	63	Biennial Schedule		
24	17.9	63	Periodic Overhaul Schedule		
25	17.26.1	17	17.26.1 The Service Provider shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance with this Agreement. Such maintenance facilities and equipment but not limited to shall include:	Requested Authority to make the list indicative and let the service provider to decide the tools and equipments required in depot-wise	Adhere to Tender Condition
26	Schedule A	151	1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.	Requested to provide Depot name wise land details for better planning	The details will be provided to sucessful bidder.
27	Schefdule J	169	OPERATIONAL Plan should include list of Routes, frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.4	requested to provide bus schedule for undersatanding and to submit an better project working or operational plan as required in the tender document	The details will be provided to sucessful bidder.
28	Schedule L	173	MAINTENANCE DEPOTS EQUIPMENT (This is in addition to the specific equipments required for electric buses)	Authority is requested to make the list indicative as an optional	Adhere to Tender Condition
29	Schedule L of 47	175	Vehicles for officers, checking, attending to alerts /emergencies	Requested to clarify the requirement of vehicles	The details will be provided to sucessful bidder.
30			Requested for clarification	Requested Authority to confirm the following points in depot-wise: 1. Availaible things in the depots - pits, office area, washing bay etc., 2. Requested for to clarify is there any exclusive depots available. 3. Requested to Passive work scope of existing facilities i.e., Workshop repair & painting, Washing area repair, Drainage system repair, Drivers rest room with painting, Training room, Electrical, tiling & plumbing work of Washroom etc., 4. Requested to confirm ETP/STP/Water/Electricity connections availability.	The depots will be handed over to the sucessful bidder as is where is condition. The bidder may visit the identified depots.
31	4 Eligibility of the Bidders	9	1. The bidder should be a registered electric bus manufacturer i.e. OEM or subsidiary or associate or parent entity in India. ..... The word 'subsidiary' in relation to another entity, shall: i. In case of a company, mean a company in which the holding company: a. controls the composition of the Board of Directors; or b. exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies. ii. In case of an enterprise other than a company, mean an enterprise that is controlled by another enterprise.	It is requested to clarify whether an Operating Subsidiary of OEM who provides the supply, operation & maintenenace services is Eligibile for participating as a single bidder and Operating Subsidiary of OEM can take all eligibility credentials from OEM.	Ref Sl No 237
32	4.1 Conditions Precedent	19	Conditions Precedent	Request to clarify/incorporation of Conditions Precedent of the Authority like Depot handover timelines, execution of Escrow Agreement, Providing Right of Way, Electricity supply etc.,	Adhere to Tender Condition
33	10.3.2 Procurement of the Depot	41	Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted "As Is Where Is" possession and right of way such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Site required and necessary for the Maintenance Depots.	It is requested to add the following in the Clause "Service Provider shall be entitled to be grant for extension of time if it is impeded by the existing depot conditions during such hand over" (if required)	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
34	12.5.1 Completion of the Maintenance Depots	47	On or after the Appointed Date, the Service Provider shall undertake construction and/or modification of the Maintenance Depots as specified in Schedule-E, and in conformity with the Specifications and Standards set forth in Schedule-B. The 180 (One hundred eighty) days from the Appointed Date shall be the scheduled date for completion of the Maintenance Depots (the "Scheduled Maintenance Depot Completion Date") and the Service Provider agrees and undertakes that the Maintenance Depot shall be completed on or before the Scheduled Maintenance Depot Completion Date. Existing depots will be handed over as and when the buses are delivered	Requested to be clause amended in accordance with Article 10 Clause 10.2	Adhere to Tender Condition
35	16.1.4 Operation of Buses	57	The Service Provider shall, if required, provide Buses for operating additional Buses. The Parties agree that the maximum number of additional Buses which may be made operational under this sub-clause 16.1.4 shall be subject to up to 25%(Twenty Five percent) of the Buses for the first year from the Appointed Date and over the Contract Period.	Requested to consider the increase 25% of the buses within the first year from the appointed date on actual basis	Adhere to Tender Condition
36	27.2 Deposit in Escrow Account	101	(b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account	Requested to clarify or conform Escrow Account deposit & Authority to consider maintain 3 months estimated fee	Adhere to Tender Condition
37	3.1 Deposit by the Authority	179	a) Fee in accordance with Article 22 of the agreement wherein the Authority shall at all times throughout the Contract Period maintain in the Escrow Account, a balance of at least an amount equivalent to {2 (two)} months' estimated Fee;		Adhere to Tender Condition
38	27.3 Withdrawal During Agreement Period	101	The Service Provider shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Accounts shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:	Requested to change Service provider to Authority because Escrow Account will be opened by Authority	Adhere to Tender Condition
39	33.1.1 Divestmentrequirements upon expiry of the Agreement Period	118	(b) cure all Buses of all defects and deficiencies so that the Buses are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination or expiry of the Agreement Period, the Authority shall grant to the Service Provider such additional time, not exceeding 240 (two hundred forty) days, as may be reasonably required for repair and rectification thereof;	Requested to clarify whether all Buses shall be handed over to the Authority after the expiry of the Agreement.	Adhere to Tender Condition
40	13.6 Supply of Prototype	47	13.6.1 The Service Provider shall, no later than 30 (thirty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Requested to clarify the Delivery of Prototype bus required from 30 days of release of order or from Appointed date	Supply of prototype bus is 60 days from the date of release of Order.
41	Schedule G	162	Timeline to deliver Prototype is given 1 month from from release of Order		

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
42	22.5.4 & 22.6.2 of Fee	90 & 91	22.5.4 The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorized agency.	The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of **odometer reading**.	Adhere to Tender Condition
43			22.6.2 The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Service Provider, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the available fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorized agency.		Adhere to Tender Condition
44	Clause 5.1.9 Obligations of Service Provider	22	Shall, along with the Buses, submit to the Authority and any agency appointed by the Authority, a quality assurance manual prepared by the Service Provider. The Authority shall have the right, to review such quality assurance manual, and the Service Provider shall forthwith correct, or cause to be corrected, any deficiencies identified by the Authority.	It is requested to clarify whether the Clause intends to say submit to the Authority and any agency appointed by the *Service Provider*	Adhere to Tender Condition
45	4.2 Damages for Delay by the Service Provider	20	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement and blacklist the Service Provider for any public and/or private participation for a period of five years. Provided that in the event of delay by the Authority in procuring fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Service Provider under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause4.1.2.	Please delete Force Majeure as a factor for levying damages. Please amend this with "the overall penalty under all the heads shall be maximum to 5% of the performance security".	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
46	4.3 Deemed Termination upon Delay	20	Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Please add " the termination shall be subject to payment of damages by Authority to Service Provider as sum of Rs. ---------- (as per the cost incurred on that date) as liquidated damages and the price of the buses already suppied to under the agreement alongwith dues payable by Authority to Service Provider under different heads, if any.	Adhere to Tender Condition
47	13.9 Delay in supply of buses	50	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus. All these damages shall be excluding applicable taxes. 13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Please add "Subject to a maximum of Rs. 10,000/- per bus. Please delete this as Rs. 10,000/- per bus shall be the maximum amount of penalty.	Adhere to Tender Condition
48	14.1.4 Inspection by the Authority	52	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	Please add "subject to maxiumu of Rs.10,000/- per bus."	Adhere to Tender Condition
49	14.3 Damages for delay	52	Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Please add "subject to maximum of Rs. 10,000/- per bus.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
50	16.6.1 Incidents En-Route	59	16.6.1 In case of breakdown of a Bus during normal course of Operations, the Service Provider shall immediately inform the Control Centre and its maintenance team whereupon the Service Provider shall ensure speedy tow-away of the affected Bus within 2 (two) hours of breakdown. The Service Provider shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Service Provider Event of Default and the Service Provider shall be liable to pay Damages at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills.	Please amend this with 4 hrs.	Adhere to Tender Condition
51	16.6.3 Incidents En-Route	59	16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Service Provider shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the route or go back to the Bus Depot, then the Service Provider shall arrange to tow-away such Bus within1 (one) to 2 (two) hours of such occurrence, failing which Service Provider shall be liable to pay Damages at the rate of 0.01% (zero point zero one percent) of the Performance Security and the damages will be recovered from the monthly payment bills.	Please amend this with 4 hrs.	Adhere to Tender Condition
52	20.13 Other Key Performance Indicators to be complied by the Service Provider	82	Fine/ KM for Violation based on SLBs 1.Cancelled KM 2. Cancelled KM 3. Cancelled Km X per km Fee + Rs.500/- case 4.Rs.20,000/- per fatality + Actual expenses to be borne by the operator 5. Cancelled KM 6.INR 20,000 per Bus/Day for full cancellation and partial operation (50% and above kms cancelled) 7. INR 20,000 per Bus/Day for full cancellation and partial operation (50% and above kms cancelled) 8. INR 500 /- INR 1000 /- 9. INR 250 / Case 10. INR 100 / Reported cases 11. INR 500 / Case 12. INR 1000 / Case / Bus / Day 13. INR 100/ per case per day 14. INR 500 / Bus / Day continued until defect is rectified. 15. INR 2500 / Bus / Day 16. INR 2000 / Incident 17. INR 100 / Stop Skipping Case 18. INR 250 / Reported Case 19. INR 250 / Reported Case	Please add below in all the fined to be imposed under diffrerent heads: " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus" Please add " Subject to a maximum of Rs. 10,000/- per bus"	Adhere to Tender Condition
53	22.3.2 Payment of Fee	89	Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Please reduce this with 7 days.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
54	22.7.1 Revision of Fee	91	The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Please amend this with 2nd year.	Adhere to Tender Condition
55	23.1 Training	92	If the Service Provider requests the Authority for engaging the Authority's employees and the Authority agrees to such request, the Service Provider shall provide training to the staff of the Authority in accordance with the provisions of this Article 23 (the "Training Obligations").	Please clarify the number of training and the staff to be trained on per bus basis.	The details will be provided to sucessful bidder.
56	29.5.2 Duty to report Force Majeure Event	107	The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.	Please delete the requirement of notice for Force majeure event as the proof of the same is not available.	Adhere to Tender Condition
57	29.8 Termination Notice for Force Majeure Event	108	If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15(fifteen) days time to make are presentation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.	Please add " the termination shall be subject to payment of damages by Authority to Service Provider as sum of Rs.---------- (costs incurred by service provider on the date of termination) as liquidated damages and the price of the buses already suppied to under the agreement alongwith dues payable by Authority to Service Provider under different heads, if any.	Adhere to Tender Condition
58	39.4 Adjudication by a tribunal	131	In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Service Provider and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 39.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.	Please replace the same as under: It is requested that a three arbitrator panel may adjudicate the disputes, out which one arbitrator may be appointed by each party and the third presiding arbitrator may be appointed by such arbitrators mutually and as per Arbitration and Conciliation Act.	Adhere to Tender Condition
59	8.1 (i) Dispute resolution	210	In the event a dispute is not resolved amicably by conciliation, as provided in article 39.3 either party may approach the court for the settlement of dispute pursuant to article 42.1. i) The courts at Bengaluru shall have the jurisdiction over all matters/disputes between the parties arising out of or relating to this agreement. ii) This agreement is governed by laws of India.	Please amend with Mumbai.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
60	9.1 Governing law and jurisdiction	210	This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Karnataka*** shall have jurisdiction over all matters arising out of or relating to this Agreement.	Please amend with Mumbai.	Adhere to Tender Condition
61	4	Vol-II of page 2	VI. Charging Time less than 2 hours- overnight charging.	Requested to amend the Charging time to max 2.5 hrs for full charging i.e. 20 to 100%	The bus to be charged at maximum of 2 hours
62	4. ELIGIBILITY OF THE BIDDERS of 3rd clause	Vol-I of page 9	3. Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	Request to consider the base homologation certificate at the time of submission of Bid and exact model of the certificate will be submitted at the time prototype Inspection	Ref Sl No 237
63			Additional Clause requirement	3. Floor Design will be raised floor at rear due to battery packing at rear hence no standing or amend it as per AIS 052 no further changes to be accommodate on floor design	The bus to be compliant to AIS-052.
64	RFP II - 46	9	Automatic Tracking Device and Emergency Button Specifications **The Automatic Tracking Device (ATD) and Emergency Buttons should be fully compliant to AIS 140standard** (as amended from time to time) and should be type approved from testing agencies authorized under CMVR. In addition to above, the ATD should meet the following requirements: i. The ATD shall provide the output as per NMEA0183 for GPRMC packets to PIS controller through RS232 at minimum frequency of 1 Hz. ii. ATD should support Over the Air (OTA) firmware and configurational parameter updation. iii.ATD should send device health monitoring parameters. iv. ATD should send location data @ 10 seconds during bus ignition on and @1 minutes when bus ignition off. v. ATD should have inbuilt battery with a backup of at-least one hour vi. ATD should come with normal SIM slot with single carrier communication/ e-SIM. **The data communication from the ATD with all incidents and video feed** should be precisely on server/cloud provided by BMTC. On pressing of any of emergency button the emergency alert should be sent to the configured IP address. In the absence of GPRS network, the alert should be sent as SMS	-ATD as per AIS140 Standard does not support Video Feed Request Authority to modify the clause appropriately	ATD as per AIS140 Standard does not support Video Feed-Accepted. ATD should come with normal SIM slot with plastic sim (minimum 4G). The data communication from the ATD with all incidents should be sent to BMTC ITS / AVLS application through API by maintaining the server provided by the service provider.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
65	RFP II - 48	11	Transmission and Remote Monitoring of 'Video surveillance' data Transmit over 4G of ATD, log on Server and Remote monitoring (Server/Client & iOS, Android Mobile Terminal) along with GPS Location on map. (see example under GPS requirements) Transmission Settings: Always On, SMS/Telephone Snapshot at configurable frequency Alarm (via I/0 input e.g. Emergency Button, Emergency Door Open,) Snapshot Estimated data/ Camera WD1, Quality 1=65KB CIF, Quality 4= 9KB	-ATD as per AIS140 Standard does not support Video Feed Request Authority to modify the clause appropriately	ATD as per AIS140 Standard does not support Video Feed- Accepted. Transmit over 4G of ATD and MNVR, cameras log on Server and Remote monitoring.
66	RFP II - ITS integration	13	1) The Service provider shall maintain their own server from which the data shall be pushed to BMTC ITS application through Application Programming Interface (API). Further, all necessary software's required for integration shall be maintained by the service provider. 2) Real time GPS data, through Application Programming Interface(API) (Push) Protocol. 3) Panic/ SOS button when pressed, alert should go to BMTC servers and also 30 seconds video before and after panic/ SOS button press should be sent to BMTC server through API (Push) Protocol. 4) Availability of live streaming of video through API (Push) to	Request Authority to share the API Protocol as part of RFP Vol II - Technical specifcation document Request Authority for adding the scope of the Server required for Video API application under Authority	API will be shared to the sucessful bidder. The scope of the Server required for Video API application under Authority - Adhere to tender condition.
67	RFP II - ITS integration	13	8) Fails to provide access to the data or fails to integrate with the BMTC ITS/AVLS shall be done with 45 days of commissioning of fleet. Penalty of Rs.500 per bus per week may be levied	Integartion of two systems are joint repsonsibility between Operator & Authority Availability of Authority ITMS system details & Protocol documents as part of Vol II- RFP Technical specifcation document will help in faster integration Request authority to remove the clause	Adhere to Tender Condition
68	RFP 1	12	The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Request Authority to modify the clause: The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority **as per mutual consent and change request**	Adhere to Tender Condition
69	Vol III MSA SCHEDULE-Q Annex – I On Board Devices	200	i. The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof. Some of the equipment's and their quantities are listed below	Request Authority to modify the clause: The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof **subjected to mutual consent of parties.** Some of the equipment's and their quantities are listed below	Adhere to Tender Condition
70	Vol III MSA SCHEDULE-Q Annex – I On Board Devices	200	ii.The OBITS equipment installed in the buses should provide accuracy upto last 3-4 meters from the standing location and not beyond	Request Authority to modify the clause: ii.The OBITS equipment installed in the buses should provide accuracy upto last 6 **meters** from the standing location and not beyond	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
71	Vol III MSA SCHEDULE-Q Annex – I On Board Devices	200	iii. The equipment of the OBITS shall be integrated to each other and the Bus CAN for transmitting **all the bus data,** vehicle tracking data and the any other data as required by the Authority. The Cost of such integration should be the responsibility of the Contractor	Request Authority to modify the clause: The equipment of the OBITS shall be integrated to each other and the CAN Bus for transmitting **the bus data as per** Schedule Q -Annex 2 Poin iv, vehicle tracking data and any other data as required by the authority subject to mutual consent of parties. The Cost of such integration should be the responsibility of the authority.	Adhere to Tender Condition
72	Vol III MSA SCHEDULE-Q Annex – II Data Monitoring System	201	i. The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) - Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, **Camera Surveillance System** and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents.	- AIS140 Standard does not support Video Feed Request Authority to modify the clause appropriately	Adhere to Tender Condition
73	Vol III MSA SCHEDULE-Q Annex – II Data Monitoring System	201	ii. The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Authority. The bidder shall give the Authority access to real time feed from buses through **Advanced Programming Interface (APIs)** and support the Authority in integrating feed from the buses procured under the concession to existing Intelligent Transport Management Systems (ITMS) set up by the Authority to ensure monitoring of services and KPIs set out under Article 20 of the agreement.	Request Authority to share the API Protocol as part of RFP Vol II- Technical specifcation document	The details will be provided to sucessful bidder.
74	Vol III MSA SCHEDULE-Q Annex – II Data Monitoring System	201	iv. The bidder shall share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Authority.The following CAN parameters should to be integrated to the on board IoT device/OBITS and capable of transmitting data at a frequency of 30 sec either to a server set-up by the Authority or through APIs set up by the bidder. The list of CAN data parameters shall be shared over and above the vehicle location data through the on board telematics system. 1.Timestamp 2.Odometer reading 3.Vehicle Status 4.SoC (State of Charge) 5.SoH (State of Health) 6.Speed 7.Acceleration 8.Voltage (pack and cell level) 9.Current (pack and cell level) 10.Charger Current 11.Charger Voltage 12.Ambient temperature 13.Cell temperature	Request Authority to share the API Protocol as part of RFP Vol II- Technical specifcation document	The data will be shared with sucessful bidder
75	Vol III MSA 20.13Other Key Performance Indicators to be complied by the Service Provider	82	9.Drivers Login / Log off into ITMS /AFC System at Start of Shift and also for each Trip as Trained and Directed by the Authority	Request Authority to share the API Protocol as part of RFP Vol II- Technical specifcation document	The data will be shared with sucessful bidder
	Chartered Speed Limited				

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
76	Clause-4 Eligibility of the Bidder	14	The bidder should be a registered electric bus manufacturer i.e. OEM or subsidiary or associate or parent entity in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.	The authority is requested to allow the Bus Operator to participate as a Sole Bidder with Manufacturer Authorisation Form (MAF) from the OEM.	Ref Sl No 237
	Switch Mobility Automotive Ltd.,				
77	Volume I / Section 1 Clause -2	1	BMTC invites solicited bids from reputed, competent companies, who meet the qualification criteria as stipulated in the RFP Document for "Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. low floor, 400mm floor height City type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme for Special assistance to States for capital investment 2023-24".	BMTC invites solicited bids from reputed, competent companies, who meet the qualification criteria as stipulated in the RFP Document for "Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. ~~low floor~~,400 – 900 mm floor height City type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme for Special assistance to States for capital investment 2023-24".	Adhere to Tender Condition
78	Volume I / Section 1 Bid Security	1	Amount INR 18.31Crore shall be paid on line through any of the following e-payment modes to e-procurement portal. a) Credit Card b) Direct debit c) National Electronic Fund Transfer (NEFT) d) Over the Counter (OTC) (Axis Bank)	Kindly request you to consider the following: i) Reduce the Bid Security Amount to 1.60Crores (Considering 50,000 per Bus) ii) Allow the Bid Security in the form of Bank Guarantee	Adhere to Tender Condition
79	Volume I / Section 2 4. ELIGIBILITY OF THE BIDDERS	9	• The definition of associate /subsidiary /parent /holding company/ control/ significant influence is as under: • For the purposes hereof: • a. The word 'associate' in relation to another entity, shall: • i. In case of a company, mean a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such significant influence; • ii. In case of an enterprise other than a company, mean an enterprise in which the other enterprise has significant influence and which is neither a subsidiary nor a joint venture of that other enterprise. • b. The word 'subsidiary' in relation to another entity, shall: • i. In case of a company, mean a company in which the holding company: • a. controls the composition of the Board of Directors; or • b. exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies. • ii. In case of an enterprise other than a company, mean an enterprise that is controlled by another enterprise. • c. The word 'parent' in relation to another entity, shall: • i. In case of a company, mean the holding company: • ii. In case of an enterprise other than a company, mean an enterprise that has one or more subsidiaries.	In evaluating the Qualifications Criteria of the Bidder herein above, aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted. For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent/Holding Company) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern). 1. As used here, the expression "control" means, with respect to bidding firm, which is a company, i. the ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 50% of the voting shares/shareholding of the firm in question, OR ii. the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. 2. As used here, the expression "control" means, with respect to bidding firm, which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question. 3. In case the bidding firm is a Proprietorship, the expression "control" shall mean, i. holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or ii. status as a Partner in the Partnership firm from which is taking credit with at least 50% share in the profits of such Partnership firm. (In the event of any confusion or dispute, the provisions of Companies Act 2013, appropriately applied in context, shall	Ref Sl No 237

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			• d. The word 'holding company' in relation to one or more other companies, means a company of which such companies are subsidiary companies. • e. The word 'control' includes: • i. the ownership, directly or indirectly through subsidiary(ies), of more than one-half of the voting power of an enterprise; or • ii. the right to appoint majority of the Directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; or • iii. control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case of any other enterprise so as to obtain economic benefits from its activities. • f. The word 'significant influence' means: • i. In case of a company, control of at least twenty percent of total voting power, or control of or participation in business decisions under an agreement); ii. In case of other than a company, the power to participate in the financial and/ or operating policy decisions of an enterprise but not control over those policies.	prevail) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.	
80	Volume I / Section 2 4. ELIGIBILITY OF THE BIDDERS	9	3. Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	3. Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 ~~to the offered~~of the any one 12mmodel. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. Bidder shall submit an undertaking to submit offered model Homologation certificate to be submitted at the time of Prototype Inspection.	Ref Sl No 237
81	Volume I / Section 2 4. ELIGIBILITY OF THE BIDDERS	9	2. Should have manufactured 80% of the tendered quantity of any electric buses in any one of the last three financial years. Should submit copies of Invoices. 4. The Registered Electric Bus Manufacturer should have a Minimum Annual Turnover of INR.152.76 Crores in the last three preceding financial years and shall have positive Net worth for the Financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover of the Registered Electric Bus Manufacturer.	Kindly request you to allow to claim the Technical and Financial Credentials of the Associate /Subsidiary /Parent /Holding Company	Ref Sl No 237
82	Volume I / Section 2 13.4 Technical Proposal:	13	b) The Technical Proposal shall not include any Financial Proposal forms. All Proposals will be treated non-responsive, if Technical Proposal includes any financial information and/or submission forms. Bidders are required to submit the Operations Plan write-up as per Section 3 - Annexure10.	Kindly request you to allow the Bidder to submit the Operations Plan Write Up after the award of LOA	Bidder to submit the Operations Plan Write Up after the award of LOA

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
83	Volume I / Section 2 16 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS	14	16.2 Electronic Proposal Submission: Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The tender documents can be viewed and downloaded free of cost in the e-Procurement Portal.The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective Bidder can submit Proposals online; for this, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site https://kppp.karnataka.gov.in. After this, the Bidder can login the site through the secured login.	We are trying to register in the https://kppp.kiarnataka.gov.in but we are unable to register and the below error is being displayed "Service is down. Please Contact Administrator"	The tender documents are available in https://kppp.karnataka.gov.in
84	Volume I / Section 2 22.PERFORMANCE SECURITY	17	22.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~Rs. 50,000 per Buscovering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	Adhere to Tender Condition
85	Volume I / Section 2 22.PERFORMANCE SECURITY	18	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty six lakh eighty seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	Kindly request you to consider 20% reduction year on year on the Subsidy Performance Security	Adhere to Tender Condition
86	Volume I / Section 2A Information to Bidders	21	The electronic submission procedures shall be: a. A complete set of bidding documents may also be downloaded from the website "http://kppp.karnataka.gov.in" for reference purpose only. The Bids will be opened online on dd/mm/yyyy. b. The Proposal shall be submitted through e-Procurement Portal (http://eproc.karnataka.gov.in). Firms need to register in the e-Procurement portal to submit their Proposal online. The registration can be done in the e-procurement cell as below:	We would like to inform you that we are unable to find the tender in http://eproc.karnataka.gov.in for proposal submission	The tender documents are available in https://kppp.karnataka.gov.in
87	Volume I / Section 2 13.4Technical Proposal:	13	b) The Technical Proposal shall not include any Financial Proposal forms. All Proposals will be treated non-responsive, if Technical Proposal includes any financial information and/or submission forms. Bidders are required to submit the Operations Plan write-up as per Section 3 - Annexure10.	These 2 Clauses are Contradicting	The bidder has to upload the rate per kilometer only online (eportal) and the other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be sanned and uploaded along with the technical bid as mentioned in Annexure-13.
88	Volume I / Section 3 ANNEXURE 13: FINANCIAL PROPOSAL	45	To be scanned and uploaded along with technical bid		
89	Volume II Technical Specifications for 12m single decker buses	2	VI. Charging Time less than 2 hours- overnight charging	VI. Charging Time less than ~~2~~4hours- overnight charging	The bus to be charged at maximum of 2 hours
90	Volume II 4.5.e	2	Grade ability from Stop at1.5 GVW: 17% or As per manufacturers design	Grade ability from Stop at~~1.5~~ GVW: 17% or As per manufacturers design	As per manufacturers design

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
91	Volume II 13 Type of Bus	3	12-meter Low floor (400mm floor height) AC- 320 Nos bus Model should be approved as per AIS: 052 by any Government testing agency as per CMVR Rule 126.	12-meter ~~Low floor~~(400- 900mm floor height) AC- 320 Nos bus Model should be approved as per AIS: 052 by any Government testing agency as per CMVR Rule 126.	Adhere to Tender Condition
92	Volume II 13.1.D	3	Floor Height above ground: Low Floor- 400mm	Floor Height above ground: ~~Low Floor-~~ 400- 900mm	Adhere to Tender Condition
93	Volume II 15.6. A Minimum seating capacity	5	40 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc.	Kindly request you to consider ~~40~~Min37numbers for Standard (12-meter) bus excluding driver and space for one wheelchair considering High Back Seats	Minimum 35 Nos. seats of 2x2 High back seats with , as per AIS-052 & AIS-023 to be provided. Along with WC provison +Driver seat.
94	Volume II 34. Charging Socket	8	Concealed Type Safety Socket of sufficient capacity foreach Row of Passenger Seat	Kindly request you to consider USB Port each row of passenger seat	Adhere to Tender Condition
95	Volume II 35. ETM Charger	8	ETM Charger should be provided	Kindly request you to consider for providing ETC Charger Provision.	Provision for charging ETMs to be provided
96	Volume II 38. Hooter	8	1 No of Hooter(Audio Visual Alarm) with red blinking lights and connection in side indicator RH and LH. Category 6 lamps as per requirement of CMVR & AIS:052 with required sound level. It is clarified that as per new AIS-052 requirements, hooter is essential for safety of passengers.	Kindly request you to delete this requirement since it is not required for Type-I Buses	As per AIS-052/ UBS-II/ CMVR to be provided.
97	Volume II 44. Inverter	8	As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop.	Kindly request you to delete this requirement	Adhere to Tender Condition
98	Volume III 4.1Conditions Precedent	19 of 214	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date of this Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have: (a) Registered office in Bengaluru city;	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date of this Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have: (a) Registered / Branchoffice in Bengaluru city;	Agreed
99	Volume III 4.1Conditions Precedent	19 of 214	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	Adhere to Tender Condition
100	Volume III 4.1Conditions Precedent	19 of 214	(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s)	(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s) (j) and where the Buses are procured by the Service Provider under a lease, execution of a Bus Lease Agreements with the Lessor"	Adhere to Tender Condition
101	Volume III 4.2Damages for Delay by the Service Provider	20 of 214	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~0.1%(zero point ~~two five~~onepercent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
102	Volume III 4.5 Damages for delay by the Authority	20 of 214		Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	Cannot be accepted
103	Volume III 5.2Obligations relating to Project Agreements	25 of 214	5.2.5 The Service Provider shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Service Provider in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Service Provider expressly agrees to include the Covenant in all its Project.	5.2.5 The Service Provider shall procure that each of the Project Agreements or Bus Lease Agreementscontains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Service Provider in the event of Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Service Provider expressly agrees to include the Covenant in all its Project.	Adhere to Tender Condition
104	Volume III 5.10Obligations relating to charging infrastructure	31 of 214	5.10.2 The Service Provider agrees that it is also responsible for providingthe charginginfrastructure at any third party locations that maybe required by them to ensure that theBuses deployed, operate for a minimum of 225 Kms per day. The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc. The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	The Authority should provide Upstream Power Connection till the Depot Premises (including any Deposits) and Service Provider will be responsible for only Downstream Infrastructure within the Depot premises	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
105	Volume III 13.2Ownership of Buses	48 of 214	The Service Provider agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Service Provider and the Service Provider shall cause all Buses to be registered in the name of the Service Provider and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.	The Service Provider agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Service Provider and the Service Provider shall cause all Buses to be registered in the name of the Service Provider and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement. The Service Provider shall have the right to lease the Buses required to be provided under this Agreement under the Bus Lease Agreements on terms that are consistent with this Agreement.In instances where the Buses are leased to the Service Provider or the Financier, then the Ownership and Registration of the Buses shall be in the name of the Lessor.	Adhere to Tender Condition
106	Volume III 13.6Supply of Prototype	49 of 214	13.6.1 The Service Provider shall, no later than 30 (thirty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than ~~30 (thirty)~~180 (One Hundred and Eighty)days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Supply of prototype bus is 60 days from the date of release of Order.
107	Volume III 21.1 Financial Close	87 of 214	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	21.1.2 The Service Provider shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Service Provider, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lendersand if applicable, 3 (three) true copies of the Bus Lease Agreement(s).	Adhere to Tender Condition
108	Volume III 22.3Payment of Fee	89 of 214	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to Tender Condition
109	Volume III 22.5Payment for underutilized kilometre	90 of 214	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X1.00~~.5~~]	Adhere to Tender Condition
110	Volume III 22.7Revision of Fee	91 of 214	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ ~~1.0%~~3.0%of Basic Quoted Rate from ~~3rd~~2ndyear of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first ~~two~~ oneyears, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
111	Volume III 27.1Escrow Account	101 of 214	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, 3 (Three) monthsestimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition
112	Volume III 32.1Terminatio n for Service Provider Default	115 of 214	32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause31.4.	32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Providerunder a lease, termination of the Bus Lease Agreement(s); provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause31.4.	Adhere to Tender Condition
113	Volume III 32.3.2 In case of Service Provider Default	116 of 214	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due less Insurance Cover;	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Dueincluding Lease Amounts less Insurance Cover;	Adhere to Tender Condition
114	Volume III 32.3.3 In case of authority Default	116 of 214	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Dueincluding Lease Amounts (b) ~~115%~~150%(one hundred and fifteen per cent) of the Adjusted Equity; and	Adhere to Tender Condition
115	Volume III 35.2Permitted assignment and charges	123 of 214	The restraints set forth in Clause 35.1 shall not apply to: (a)liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider; (b)mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Service Provider, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project; (c)assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and (d)liens or encumbrances required by any Applicable Law. (e)Subcontracting of specific tasks.	The restraints set forth in Clause 35.1 shall not apply to: (a)liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider; (b)mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Service Provider, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project; (c)assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and (d)liens or encumbrances required by any Applicable Law. (e)Subcontracting of specific tasks. (g) retention of title and ownership of the Buses by the Lessors, if any; (h) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
116	Volume III ARTICLE 43 DEFINITIONS	140 of 214		Request for adding of below Definition: "Bus Lease Agreement" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.	Adhere to Tender Condition
117	Volume III ARTICLE 43 DEFINITIONS	142 of 214	"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Handover Date: (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Handover Date; (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Handover Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Handover Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;	"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Handover Date: (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Handover Date; (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Handover Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Handover Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost; (d) any debt provided by the Senior Lenders in connection with any bank guarantees submitted by the Operator to the Authority or the Program Manager pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded. (e) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i)	Adhere to Tender Condition
118	Volume III ARTICLE 43 DEFINITIONS	142 of 214	"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financin[illegible] Agreements;	"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges, Bus Lease rentals due and payable in an Accounting Year to the Senior Lenders, as the case may be, for and in respect of Debt Due under the Financing Agreementsor under the Bus Lease Agreement(s), as the case may be;	Adhere to Tender Condition
119	Volume III Schedule G	162 of 214	Sl.No No. of Buses Activity Timeline 1. - Release of order M 2. 01 Prototype delivery bus M+1 month 3. 320 Delivery of 100% tendered within 31.03.2024	Sl.No No. of Buses Activity Timeline 1. - Release of order M 2. 01 Prototype delivery bus M+1 06 month 3. 320 Delivery of 100% tendered within ~~31.03.2024~~ M +18 months	Release of Order- M Prototype bus - M+ 60 days 1st lot of 159 buses- Within 3 months from the date of supply of proto type bus 2nd lot of 160 buses- Within 6 months from the date of supply of proto type bus
120	Volume III Schedule Q	162 of 214	Camera based Automatic Passenger Counters (APC) - [1/2] at each door v. The camera based passenger counter shall be integrated to the OBITS at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority.	Kindly request you to delete this requirement	Deleted
			JBM		

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
121	Volume 1 – Instruction to Bidder Clause 22.1	22	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period. The Bank Guarantee will be released by the Authority upon expiry of one hundred twenty (120) days beyond the date of completion of Services provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. forfeiture of Bid Security	The Selected Bidder shall, for the performance of its obligations hereunder till the expiry of the Contract Period, on or prior to the date of this Agreement, shall provide an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3% (three per cent) of the amount specified in the definition of Total Project Cost **and the same can be given on yearly basis and renew thereafter on reducing basis**.	Adhere to Tender Condition
122	Volume 1 – Instruction to Bidder Clause 22.2	23	BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupes Forty six lakh eighty seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupes Forty six lakh eighty seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), for a period of 5 (five) years from the date of submission of BG **on reduction at 20% per annum basis** .	Adhere to Tender Condition
123	Volume 1 – Instruction to Bidder Clause 22.3.1 & 22.3.2	89	22.3.1 The Service Provider shall submit an invoice in respect of the Bus Kilometres plied by each Bus put into Commercial Operation at the end of every 30/31 (thirty) days. The invoice shall also include any cost, or Damages or any other charges that the Service Provider is entitled to recover from the Authority in terms of this Agreement (hereinafter together referred as "Invoice Amount"); 22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	We request to raise the invoicing on Fortnightly basis and payment terms as below: 1.**90% amount** within 2 days from the Invoice data and 2.Balance **10% to be released by after 10 days from Invoice submission** date	Adhere to Tender Condition
124	Volume 1 – Instruction to Bidder Clause 22.5	90	Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1]	Adhere to Tender Condition
125	Volume 1 – Instruction to Bidder Clause 22.6	90	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 1]	Adhere to Tender Condition
126	Volume 1 – Instruction to Bidder Clause 22.7	91	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority	The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@ 2.0% of Basic Quoted Rate on yearly basis from Base Index Date throughout the contractual** period to accommodate price escalation on account of cost of maintenance, material and manpower. and any increase in electricity tariff will be borne by Authority.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
127	Volume 1 – Instruction to Bidder Clause 24.2	95	24.2.1 The Service Provider shall provide to the Authority, free of charge, an inventory of Spares along with the Maintenance Depots handed over under this Article 24. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares in the Buses and at the Maintenance Depots during the preceding 10 (ten) Years. For this purpose, the Service Provider shall compute the total consumption of each Spare, during the preceding 3 (three) Years and divide the same by 3 (three) for arriving at the average annual consumption, and all fractions shall be rounded off to the nearest whole number	We request to pay the amount against the Spare parts which will be provided to the authority.	Adhere to Tender Condition
128	Volume 1 – Instruction to Bidder	30	j. Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR 18,31,00,000 (Indian Rupees Eighteen Crore Thirty one Lakh only) online only in e-procurement portal	All bids must be accompanied by e-payment of EMD or the **Bank Guarantee of Earnest Money Deposit (EMD) of the amount of Rs. 50,00,000/-** (Rupees Fifty lakhs only)	Adhere to Tender Condition
129	Volume 1 – Instruction to Bidder Clause 20.12	81	2The total liability of all the key performance indicator specified in Article 20 under this Contract shall be capped at 3% of the Total Project Cost during the Contract Period. The damages for failure to achieve the Key Performance Indicators shall be consolidated on a monthly basis by the Authority and shared with the Service Provider within 7 (seven) days of the end of the respective month. All such damages shall be deducted from the Service Provider monthly payment after mutual discussion. Further, if key performance indicator deteriorate and damages as stated above continue at 3% for further 3 consecutive months, the Authority shall increase the damages to 4% of the monthly project cost for subsequent months. In case of further detoriation in key performance indicator the Authority will refer this matter for imposing higher damages to the steering committee	2The total liability of all the key performance indicator specified in Article 20 under this Contract shall be capped at **2%** of the Total Project Cost during the Contract Period. The damages for failure to achieve the Key Performance Indicators shall be consolidated on a monthly basis by the Authority and shared with the Service Provider within 7 (seven) days of the end of the respective month. All such damages shall be deducted from the Service Provider monthly payment after mutual discussion.	Adhere to Tender Condition
130	Volume 1 – Instruction to Bidder Clause 32.3	116	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: 90% (ninety per cent) of the Debt Due less Insurance Cover; Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the operator hereby acknowledges that no Termination Payment shall be due or payable on account of the operator Default occurring prior to COD.	Upon Termination on account of successful bidder Default during the Contract Period, the Authority shall pay to the successful bidder by way of Termination Payment, an amount equal to: **100% (ninety per cent) of the Debt Due less Insurance Cover;** **100% operational dues** Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.	Adhere to Tender Condition
131	Volume 1 – Instruction to Bidder Clause 32.3	116	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due **(b) 115% (one hundred and fifteen per cent) of the Adjusted Equity;** **(c) 100% of Operational payment outstanding and**	Adhere to Tender Condition
132	Vol 2 Clause 4	2	Charging Time less than 2 hours- overnight charging.	Please Specify the Night charging window details.	The bus to be charged at maximum of 2 hours
133	Vol 2 Clause 4	2	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	Please allow atleast 60 min for bus opportunity time. Also Specify the details of opportunity window availibility	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
134	Vol3 Clause 2.1	17	Procurement and installation of the charging infrastructure at the maintenance depots and at terminal/other charging locations specified by the authority for the charging of the buses	Please specify the Terminal/ other charging locations availibility.	Adhere to Tender Condition
135	Vol3 Clause 5.10.2	31 of 214	The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 225 Kms per day. The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc. The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	(1) We request Authority at its own cost to provide Power Supply Connection at appropriate HT Voltage of (depending upon the Power Load) including the Tariff Metering Arrangement & Metering Room at a single point in each Depot / Charging Location. Kindly clarify. (2) Authority is also requested to provide two (02) separate electricity connection along with Tariff Metering Arrangement & Metering Room, as per the DISCOM Tariff categories (a) for meeting Auxiliary loads (b) for meeting EV Charging loads.	Adhere to Tender Condition
136	Vol3 Clause 12.1	45 of 214	The Authority shall, at its own cost and expense, provide, or cause to be provided road connection between the boundary of the Maintenance Depot(s) and the nearest major road, at the time of Handover of the space allocated in the Maintenance Depots. BMTC will provide 11 KVA line up to depot gate and the service provider has to develop charging station/ chargers including civil work. BMTC will provide depots as is where condition is. BMTC shall provide available facilities in Depots i.e. Service Bays, Roof Covered Inspection pits, Rooms for Office, Spares, Drivers, Water, Power for maintenance, office. Compound wall, CC flooring for entire Depot, Washing Bay, Security Room, Spares & Lubricants stock room, Driver and Crew rest room with Toilets, ETM Section Room, Revenue Collection Room, Tools, Depot lighting. Water used for washing of buses (200 litres/ day/bus) will be calculated as per BWSSB rates and deducted in the monthly bills payable.	(1) We request Authority at its own cost to provide Power Supply Connection at appropriate HT Voltage of (depending upon the Power Load) including the Tariff Metering Arrangement & Metering Room at a single point in each Depot / Charging Location. Kindly clarify. (2) Authority is also requested to provide two (02) separate electricity connection along with Tariff Metering Arrangement & Metering Room, as per the DISCOM Tariff categories (a) for meeting Auxiliary loads (b) for meeting EV Charging loads.	Adhere to Tender Condition
137	Vol3 Clause 17.25.4	70 of 214	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider and it shall procure Applicable Permits for the same.	(1) We request Authority at its own cost to provide Power Supply Connection at appropriate HT Voltage of (depending upon the Power Load) including the Tariff Metering Arrangement & Metering Room at a single point in each Depot / Charging Location. Kindly clarify. (2) Authority is also requested to provide two (02) separate electricity connection along with Tariff Metering Arrangement & Metering Room, as per the DISCOM Tariff categories (a) for meeting Auxiliary loads (b) for meeting EV Charging loads.	Adhere to Tender Condition
138	Vol 1	11	A total of four (04) depots i.e. Depot-7 (SubhashNagar), Depot-13 (Katriguppe), Depot-18 (Whitefield) and Depot-25 (HSR layout) are identified by the authority at present for 320 AC low floor, 400mm floor height electric bus operations.	We request clarification from the authority regarding the number of buses at each depot (Subhash Nagar, Katriguppe, Whitefield, HSR)."	The details will be provided to sucessful bidder.
139	MSA Clause 6.1.1C	32	Provide land (along with any buildings, constructions or immovable assets, if any, thereon), free from encumbrances, on license for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement	Request Authority to provide depot, as per industry standards, with all facilities including but not limited to covered workshop with inspection pits (1 every 25 buses) & RCC work bays (1 every 25 buses), work shop utility rooms, covered washing facility and platform with shed and adequate water storage , charging infra area, driver rest	

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
140	MSA Clause 17.25.7	71	The Service Provider shall be responsible, at its own cost and expense, for construction, operation and maintenance of all infrastructure, plant and machinery inside the Maintenance Depots. Existing depots will be provided to service provider as is where is condition. The Bidder may visit the identified depots	room, training room, office area, parts warehouse space, covered body shop area, tyre repair area and Alignment pit, Tyre Storage yard , well developed RCC parking yard with secured boundary wall and separate entry & exit gate with security station, adequate high mast lighting , bore-wells, water & electricity connection, etc. along with all plant & machinery required as apart of compliance to factories act & environmental compliances applicable for the said depot facility. For reference, the workshop infrastructure should be provided by the authority as per	The existing identified depots will be provided to the bidder in as is where is condition.
141	MSA 6.1.1F	11	Upon written request from the Service Provider, assist the Service Provider in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity for the Maintenance Depots if not available;	All Government fees, security, deposits, etc. associated for securing the requisite electric connection for supply of power at Depot as well as in case of any other location other than depot will be borne by Authority. Kindly confirm	Adhere to Tender Condition
142	MSA 10.4	42	Subject to the provisions of Clause 10.3, the Depot shall be made available by the Authority to the Service Provider pursuant hereto free from all Encumbrances and occupations and with the Service Provider being required to make payment of INR 1,000/- (Indian Rupee Thousand Only) plus applicable taxes per annum per Bus, and increase of 5% (five percent) every 3 (three) years payable to the Authority on account possession and use of such Depot for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement. It is further agreed that the Service Provider accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Depot. All other costs, compensation, expenses but not limited to charges for the acquisition of permits, licenses, infrastructure of any kinds, etc. shall be borne on and above the annual rental cost per Bus defined in Clause 10.4 of this Agreement.	Any kind of charge related to depot infra should be within the scope of the authority. This will help in reducing the per km rate.	Adhere to Tender Condition
143	MSA 12.1	45	The Authority shall, at its own cost and expense, provide, or cause to be provided road connection between the boundary of the Maintenance Depot(s) and the nearest major road, at the time of Handover of the space allocated in the Maintenance Depots. BMTC will provide 11 KVA line up to depot gate and the service provider has to develop charging station/ chargers including civil work. BMTC will provide depots as is where condition is. BMTC shall provide available facilities in Depots i.e. Service Bays, Roof Covered Inspection pits, Rooms for Office, Spares, Drivers, Water, Power for maintenance, office. Compound wall, CC flooring for entire Depot, Washing Bay, Security Room, Spares & Lubricants stock room, Driver and Crew rest room with Toilets, ETM Section Room, Revenue Collection Room, Tools, Depot lighting. Water used for washing of buses (200 litres/ day/bus) will be calculated as per BWSSB rates and deducted in the monthly bills payable.	The water used to wash buses should be as per the water consumption of bus washing machines installed by the service provider (rather than 200 litres/day/bus).	Accepted
144	MSA 16.6.1	59	In case of breakdown of a Bus during normal course of Operations, the Service Provider shall immediately inform the Control Centre and its maintenance team whereupon the Service Provider shall ensure speedy tow-away of the affected Bus within 2 (two) hours of breakdown. The Service Provider shall immediately provide a replacement Bus to complete the route after such Bus failure, failing which it will be deemed as an Service Provider Event of Default and the Service Provider shall be liable to pay Damages at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills	In these kind of incidence the Service Provider should not be penalised but should be supported by the Authority during such kind of incidence 2 hrs time for removing the bus should be increased and penalty is very high. Requesting Authority to remove this fine of 0.01 % of Performance Security.	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
145	MSA 17.3.4	63	The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	Upon the termination of the contract/agreement, the service provider will hand over the inventory of essential items and consumables to the authority on a chargeable basis for a period of 6 months.	Adhere to Tender Condition
146	MSA 17.4.2	63	The Service Provider shall ordinarily undertake Scheduled Maintenance at the Maintenance Depots. It is agreed that on the request of the Service Provider, the Authority shall, on a best effort basis, provide its crane facility to the Service Provider on payment of Rs. 5,000 (Rupees five thousand) for every hour, and in the event of such facility not being available with the Authority, the Service Provider may, in its discretion, require the Authority to move the Bus to the nearest Maintenance Depot. It is further agreed that the aforesaid amount of Rs. 5,000 (Rupees five thousand) shall be indexed to WPI as on January 1, 2019 and revised once every year from April, 2024 onwards.	The request to the authority is that the service provider can avail the crane facility (which costs Rs. 5,000 per hour) offered by the authority but will not be obligated to do so. The service provider may avail the crane facility through any means at their discretion. In case we mau avail the going facility .Only if .competitive price	Adhere to Tender Condition
147	MSA 17.5	63	The Service Provider shall ordinarily perform, at the Maintenance Depots, its bi-monthly Maintenance Obligations for each Bus at intervals of 15 (fifteen) days (the "Bi-monthly Schedule"). The Due Date for Bi-monthly Schedule shall be the later of 16th (sixteenth) day from the immediately preceding Scheduled Maintenance or travel of 6,000 km (six thousand kilometres) after such Scheduled Maintenance	Apart from daily and ten days inspection the service interval are derived on the basis of design of aggregate's and bus, hence service schedule is to be followed as recommended by OEM. Also service schedule are optimized time to time with respect to life of product/part and design improvement Authority is not required to impose on the Service Provider any maintenance program in relation to this clause 17.4.	Mainetenace schedule is to be carried out as per Manufactuer's standard schedules.
148	MSA 17.6	63	The Service Provider shall ordinarily perform, at the Maintenance Depots, its forty five day Maintenance Obligations for each Bus at intervals of 45 (forty five) days (the "Forty Five Day Schedule"). The Due Date for Forty Five Day Schedule shall be the later of the 46th(forty sixth) day from the immediately preceding Forty Five Day Schedule, Biennial Schedule or Periodic Overhaul Schedule, as the case may be, or travel of 10,125 km (Ten thousand one hundred twenty five kilometres) after such Scheduled Maintenance	Apart from daily and ten days inspection the service interval are derived on the basis of design of aggregate's and bus, hence service schedule is to be followed as recommended by OEM. Also service schedule are optimized time to time with respect to life of product/part and design improvement Authority is not required to impose on the Service Provider any maintenance program in relation to this clause 17.4.	Mainetenace schedule is to be carried out as per Manufactuer's standard schedules.
149	MSA 17.7	63	The Service Provider shall ordinarily perform, at the Maintenance Depots, its half-yearly Maintenance Obligations for each Bus at intervals of 6 (six) months (the "Half-Yearly Schedule"). The Due Date for Half-Yearly Schedule shall be the later of the 181st (one hundred and eighty first) day from the immediately preceding Half-Yearly Schedule, Biennial Schedule or Periodic Overhaul Schedule, as the case may be, or travel of 36,000 km (thirty six thousand kilometres) after such Scheduled Maintenance.	Apart from daily and ten days inspection the service interval are derived on the basis of design of aggregate's and bus, hence service schedule is to be followed as recommended by OEM. Also service schedule are optimized time to time with respect to life of product/part and design improvement Authority is not required to impose on the Service Provider any maintenance program in relation to this clause 17.4.	Mainetenace schedule is to be carried out as per Manufactuer's standard schedules.
150	MSA 17.8	64	The Service Provider shall ordinarily perform, at the Maintenance Depots, its biennial Maintenance Obligations for each Bus at intervals of 24 (twenty four) months (the "Biennial Schedule"). The Due Date for Biennial Schedule shall be the later of the 731st (seven hundred and thirty first) day from the immediately preceding Biennial Schedule or Periodic Overhaul Schedule, as the case may be, or travel of 48,000 kms (forty eight thousand kilometres) after such Scheduled Maintenance	Apart from daily and ten days inspection the service interval are derived on the basis of design of aggregate's and bus, hence service schedule is to be followed as recommended by OEM. Also service schedule are optimized time to time with respect to life of product/part and design improvement Authority is not required to impose on the Service Provider any maintenance program in relation to this clause 17.4.	Mainetenace schedule is to be carried out as per Manufactuer's standard schedules.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
151	MSA 17.9	64	The Service Provider shall ordinarily undertake, at the Maintenance Depots, a periodic overhaul forming part of its Maintenance Obligations for each Bus on the 6th and 12th anniversary respectively of the date of supply of the Bus (the "Periodic Overhaul Schedule"). The Due Date for Periodic Overhaul Schedule shall be schedule-I Part-B.	Apart from daily and ten days inspection the service interval are derived on the basis of design of aggregate's and bus, hence service schedule is to be followed as recommended by OEM. Also service schedule are optimized time to time with respect to life of product/part and design improvement Authority is not required to impose on the Service Provider any maintenance program in relation to this clause 17.4.	Mainetenace schedule is to be carried out as per Manufactuer's standard schedules.
152	MSA 17.12.6	65	The Authority may at any time inspect the Bus to verify the defect, deficiency or damages reported in accordance with the Clause 17.12.2.		
153	MSA 17.15.1	66	In the event that the Service Provider fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of 0.01% of the Performance Security and the damages will be recovered from the monthly payment bills. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. For the avoidance of doubt, the Parties agree that the Damages specified in this Clause 17.15.1 shall not be due and payable for and in respect of any day that includes a Non- Available Hour.	Request authority to audit adherence of recommend service schedule by OEM,also consider change in recommendations of service schedule in case of formal conformance by OEM to enhance product/part life. No recovery of any type need to be levied on Operator in relation with this clause.	Adhere to Tender Condition
154	MSA 17.25.3	70	Each Maintenance Depots will have provisions for repair and maintenance of at least _____ buses parking and charging facility for the entire Fleet of Buses.	Request to the authority is to please clarify the number of buses in each maintenance depot (per bay size per depot).	The details will be provided to sucessful bidder.
155	MSA 24.2.1	95	The Service Provider shall provide to the Authority, free of charge, an inventory of Spares along with the Maintenance Depots handed over under this Article 24. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares in the Buses and at the Maintenance Depots during the preceding 10 (ten) Years. For this purpose, the Service Provider shall compute the total consumption of each Spare, during the preceding 3 (three) Years and divide the same by 3 (three) for arriving at the average annual consumption, and all fractions shall be rounded off to the nearest whole number.	We request The Operator shall provide to the Authority, on chargeable basis, an inventory of Spares along with the Maintenance Depots transferred under this Article 24.	Adhere to Tender Condition
156	MSA Schedule -L	173	MAINTENANCE DEPOTS EQUIPMENT (This is in addition to the specific equipments required for electric buses	**Request authority to consider as : The maintenance depot equipment specified in Schedule L is only indicative and all equipment will be finalized based on the list recommended by OEMS and Service Provider for bus O&M**	Accepted
157	MSA Article 23	92	TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES	We request Authority that that training may be provided by operator at his in-house centres, authority provided depot or training centres as identified by service provider r. Therefore, request Authority to delete the clause 23.3.3 a & b. All training will be provided as per OEM norms and guidelines	Adhere to Tender Condition
158	MSA 17.26	71	(j) hardware of minimum 2 (two) desktop computers and software for the Maintenance Management Information System (the "MMIS"). The functionality of the MMIS software need to be submitted to the Authority for approval and before implementation by the Service Provider. In cases the Authority has their own MMIS software, the Service Provider shall use the MMIS provided by the Authority and any commercial understanding for usage of the MMIS shall be mutually agreed by the Parties.	We have our own depot management system for maintenance which is integrated with our other projects also. it always has internal commercial's details and therefore accesses of same can not be extended. However required report may always be furnished to authority	Accepted
159	MSA 1.2 Schedule H	163	The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements	Please request the authorities to consider the required test certificates from agencies like ICAT, ARAI etc. instead of trial runs of the prototypes	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
160	MSA 10	164	Safety requirements of Traction batteries --- AIS 048	We would like to inform that AIS 048 has been discontinued from dec 2022 and AIS 038 is the new equillant standard. So we request the authorities to consider AIS 038 compliance instead of AIS 048 compliance	As per CMVR to be provided.
161	Specification 2	2	Electrically propelled Bus using electric propulsion System as per AIS 048 & AIS 049	We would like to inform that AIS 048 has been discontinued from dec 2022 and AIS 038 is the new equillant standard. So we request the authorities to consider AIS 038 compliance instead of AIS 048 compliance	As per CMVR to be provided.
162	Specification 4	2	VII. Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory	We request Authority to share the requiured lightening protection standard that needs to be complied	The bus has to meet the CMVR as amended from time to time.
163		2	IX. The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	We request Authority that the single charge range of the vehicle should be 120 km in single charge however, the vehicle will cover the required distance of 225km with an opportunity charge of 60 mins	Adhere to Tender Condition
164	Volume-II (Specifications) 4.2	2	As per Manufacturer's design. Preferably batteries to last for atleast 6 years.	We request Authority that the battery life should be 5 years or 3,50,000 km (whichever is earlier) as per standard industry practices. Since this is a GCC contract hence the battery replacement is in scope of operator in this regard we request authority to remove the requirement.	As per manufacturers design
165	Volume-II (Specifications) 12	3	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	We request Authority that the single charge range of the vehicle should be 120 km in single charge however, the vehicle will cover the required distance of 225km with an opportunity charge of 60 mins	Adhere to Tender Condition
166	Volume-II (Specifications) 12	3	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	We request Authority the authorities that single charge range should be calculated as per AIS 040 standard for vehicle range calculation	Adhere to Tender Condition
167	Volume-II (Specifications) IX	14	Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP:67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	We request Authority the authorities that the battery pack safety operation temperature range should be from 0 to 55 °C	As per manufacturers design
168	Volume-II (Specifications) 15.6.A	5	40 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc.	We request Authority We can provide 33 high back passenger seats or 36 standard Plastic moulded seats.	Minimum 35 Nos. seats of 2x2 High back seats with , as per AIS-052 & AIS-023 to be provided. Along with WC provison +Driver seat.
169	Volume-II (Specifications) 48	13	OEM certified, Level 2 Advanced Driver Assistance System (ADAS) and DMS to be provided as per the requirement of Authority. Successful bidder supposes to monitor the ADAS by having their own software tool. Monthly Reports may be shared with Traffic (Operation) section of BMTC.	We request Authority to consider without ADAS, becouse the Indian suppliers are not able to supply ADAS system, at oversease suppliers need development time of two years .	Provisons for ADAS to be provided. This is an essential feature required by BMTC, it has to be provided at mutually agreed time line between BMTC and service provider
170	Volume-II (Specifications) 4.5.e	2	17% or As per manufacturers design	We request Authority to consider gradeability of 17% at GVW .	As per manufacturers design
171	Volume-II (Specifications) 23	8	Two nos. roof escape hatches, as per AIS:153	We request Authority that the single escape hatch to be considered as per AIS-153.	Adhere to Tender Condition
	EVEY				
172	Volume -1 Instruction to bidders	22	EMD: Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR 18,31,00,000 (Indian Rupees Eighteen Crore Thirty one Lakh only) online only in e-procurement portal.	EMD: Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR ~~18,31,00,000 (Indian Rupees Eighteen Crore Thirty one Lakh only)~~50,00,000/- online e-procurement portal	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
173	Volume -1 Instruction to bidders	SECTION2: INFORMATION TO BIDDERS 4. ELIGIBILITY OF THE BIDDERS	1. The bidder should be a registered electric bus manufacturer i.e. OEM or subsidiary or associate or parent entity in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates	**The OEM i.e., Registered Electric Bus Manufacturer with bus manufacturing facilities in India or Central/State Public Sector undertakings and their subsidiaries having tie-ups with at least one Electric Bus Manufacturer (OEM) is allowed to participate directly as single bidder OR JV/Consortium/Operator with at least one Electric Bus Manufacturer (OEM) as partner/member with the other consortium members may be bus operator; aggregator or financier, the bid must be submitted by lead member of JV/Consortium. Maximum number of members in the JV/Consortium shall be Four (3). Should submit copy of the registration certificate in respect of manufacturing of electric buses issued by authorized agencies. The PSU and their subsidiaries, JV/Consortium bidders must submit the relevant Certificates/ registration certificate of company/incorporation certificate.**	Ref Sl No 237
174	Volume -1 Instruction to bidders	SECTION2: INFORMATION TO BIDDERS 4. ELIGIBILITY OF THE BIDDERS	3. Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	3. Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to **anybase variant of** the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	Ref Sl No 237
175	Volume III– Master Service Agreement		27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **2 months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition
176	Volume – 1 Instruction to bidders	Page No: 14 Clause no 4: Eligibility of the Bidders	The Registered Electric Bus Manufacturer should have a Minimum Annual Turnover of INR.152.76 Crores in the last three preceding financial years and shall have positive Net worth for the Financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover of the Registered Electric Bus Manufacturer.	The Registered Electric Bus Manufacturer should have a Minimum **Average** Annual Turnover of INR.~~152.76~~600 Crores in the last three preceding financial years **(2022-23, 2021-22, 2020-21)** and shall have positive Net worth for the Financial year as on **31st March 2023**. Should submit statement from the statutory auditor certifying/specifying net worth & turnover of the Registered Electric Bus Manufacturer.	Ref Sl No 237
177	Volume – 1 Instruction to bidders	Page No: 16 Clause No: 21 SIGNING OF MASTER SERVICE AGREEMENT	The signing of the MSA shall be completed within Fifteen (15) days of the issuance of the Letter of Acceptance to the Successful Bidder.	The signing of the MSA shall be completed within ~~Fifteen (15) days~~**Forty Five (45) days**of the issuance of the Letter of Acceptance to the Successful Bidder.	The signing of the MSA shall be completed within **thirty (30) days** of the issuance of the Letter of Acceptance to the Successful Bidder.
178	Volume – 1 Instruction to bidders	Page No: 17 Clause No: 21 PERFORMANCE SECURITY	The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value	The Successful Bidder shall furnish, within ~~twenty one (21)~~**(30)Thirty days** of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5%3% of the contract value	Adhere to Tender Condition
179	Volume – 1 Instruction to bidders	Annexure 4	Format of the Financial Capability of the Bidder	**Request to provide Table for Turnover also.**	Similar to Networth table, details of Turnover also to be submitted.
180	Volume – 1 Instruction to bidders	Annexure 10	Operations plan write up	**Will be provided post award of LOA.**	Accepted
181	Volume III Master Concession Agreement	Page No 90 Clause No. 22.6 Payment for Excess kilometre:	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X ~~0.5~~1.0]	Adhere to Tender Condition

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
182	Volume III Master Concession Agreement	Page No 90 Clause No. 22. Payment for underutilized kilometre:	Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X ~~0.5~~1.0]	Adhere to Tender Condition
183	Volume III Master Concession Agreement	SCHEDULE-G Procurement Schedule	Prototype delivery of bus: M + 01 Month Delivery of 100% of tendered vehicles: Within 31.03.2024	1.Prototype: Within 3 months from the date of signing agreement 2. 25% delivery within 6 months from the date of Prototype delivery 3. 50% delivery within 9 months from the date of Prototype delivery 4. Remaining 25% delivery within 12 months from the date of Prototype delivery	Release of Order- M Prototype bus - M+ 60 days 1st lot of 159 buses- Within 3 months from the date of supply of proto type bus 2nd lot of 160 buses- Within 6 months from the date of supply of proto type bus
184	Volume III Master Concession Agreement	ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER	5.4 Advertisement and Branding of Buses: The revenue generated through advertisement shall be property of Authority.	5.4 Advertisement and Branding of Buses: The revenue generated through advertisement shall be ~~property of~~100% to ~~Authority~~Operator.	Adhere to Tender Condition
185	New clause to be added			**Prior to Opening the Financial bids, the Technically qualified bidders shall perform the Trial run/Proof of Concept in Bangalore city as per theroutes desired by BMTC for a minimum period of 3 days as per following conditions:** **- Range in Single charge shall be 200 Kms @ 80% SOC for 12m LF AC Electric Bus.** **- Load shall be as per GVW considering Actual passengers load.** **- Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.**	Not accepted
186	New clause to be added			**OEM should have manufactured and delivered at least 1000 Electric or 2000 CNG buses over the last five financial years in India.**	Not accepted
187	New clause to be added			**OEM should have completed deployment of the Offered model i.e 12m Low Floor AC Electric bus order to any STU in India and it shall be in successful operation for at least 2 years as on bid due date.**	Not accepted
188	Volume II Technical Specifications	VII	Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory.	Request to kindly clarify on lightning	As per the CMVR amended from time to time.
189	Volume II Technical Specifications	9.1 Batteries (ancillaries' equipment and light and light signalling devices)	Low maintenance type leads acid batteries for 24 V & Min 150Ah system- performances as per BIS: 14257- 1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred.	Low maintenance type leads acid batteries for 24 V & Min ~~150Ah~~**100Ah** system- performances as per BIS: 14257- 1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred.	As per manufacturers design
190	Volume II Technical Specifications	Wheel area clearance (mm)	Wheel area clearance (mm): > 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axleor as per CMVR	**Request to consider clause as per CMVR**	As per CMVR to be provided.
191	Volume II Technical Specifications	15.6 A Minimum seating capacity Page No. 5	Minimum seating capacity : 40 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc	Being 400mm low floor bus with High Head rest seats with Wheel chair space provision, the required seating capacity can not to be accommodated. Hence, request to kindly consider seating capacity 33+WC+D	Minimum 35 Nos. seats of 2x2 High back seats with , as per AIS-052 & AIS-023 to be provided. Along with WC provison +Driver seat.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
192	Volume II Technical Specifications	16.5 Driver cabin fan	Required. As per CMVR	Since it is an AC bus, AC louvers will be provided in Driver Area	Adhere to Tender Condition
193	Volume II Technical Specifications	17.12 Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760- Ring/Pin Type	Request to consider Pin type as well.	As per manufactuers design
194	Volume II Technical Specifications	Driver Work Area:	Driver Work Area should be as per AIS: 047 & Fan to be provided.	Since it is an AC Bus, AC louver is provided instead of Fan	As per manufactuers design
195	Volume II Technical Specifications	Warning Device for Emergency door	Good quality as per requirements of CMVR & with suitable Sound level.	Being a Type I City bus, Emergency door is not provided. Request to consider.	As per manufactuers design
196	Volume II Technical Specifications	Emergency/Panic Buttons	Panic button to be provided to each row of seat as per AIS 140	Panic button provided at every 2 meter as per AIS 140, Request to kindly consider	As per AIS-140
197	Volume II Technical Specifications	44. Inverter:	As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop.	Instead of Inverter, USB charger is provided for mobile charging. Laptop charging cannot be provided due to safety reasons. Request to kindly consider.	Adhere to Tender Condition
198	Volume II Technical Specifications	45. Stickers & Branding	Graphics for Electric, Monogram, brand etc., be done by using good quality reflecting stickers as per choice and design of BMTC. One set of blue signage stickers be provided in the saloon portion mentioning seats for ladies, physically challenged ladies, physically challenged men, senior citizen, emergency door, no smoking and red colour cross mark for door glass. Radium stickers with BMTC monogram be provided on either side of the vehicle and on the rear side as BMTC in kannada, BMTC sign be provided on front grill, all the letterings shall be in kannada, type, size and colour and location as per BMTC requirements. One chart showing the chassis details be screen printed below waist rail by the side of front door.	Emergency Door Sticker cannot be provided as Emergency door is not provided being a city bus.	As per CMVR to be provided.
199	Volume II Technical Specifications	Panic button assistance	In the event of usage of panic button, mNVR shall share all in bus camera footages of total 30 seconds over 4G to control centre. (30 seconds = 15 seconds before the pressing of button and 15 seconds after the pressing of button)	Footage can't be sent through pressing of Panic button as both systems are not corelated	In the event of usage of panic button, mNVR shall share all in bus camera footages of total 60 seconds over 4G to control centre. (60 seconds = 30 seconds before the pressing of button and 30 seconds after the pressing of button)
200	Volume II Technical Specifications	ITS integration :3) Page no.13	3) Panic/ SOS button when pressed, alert should go to BMTC servers and also 30 seconds video before and after panic/ SOS button press should be sent to BMTC server through API (Push) Protocol.	Video footage will be available in Hard disc.	The bidder has to send 60 seconds video through API (Push) to BMTC ITS/AVLS application by maintaining their own server.
201	Volume II Technical Specifications	Page no.14	Bidder to submit the Type approval certificate, Table -07, 13, 14, 22, TOP COP certificates, FR certificate for Plywood Rexene, foams & Other certification copy related to vehicle & Bus body components for the allocated bus at the time of proto inspection.	Table 14 is not applicable to M3 category vehicles. Request to kindly delete Table 14 requirement.	Accepted

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
202	New clause to be added		SPV	Request to kindly accept SPV incorporation for execution for Agreement and contract	Not accepted
203	18. EVALUATION OF PROPOSAL	New clause to be added 18.2		Evaluation of Technical and Financial proposalshall be considered collectively of OEM and its subsidiary, associate	Not accepted
			M/s. PMI Electro Mobility Solutions		
204	Technical Specification (Volume III) Clause No – 4 (IX) Page No - 2		The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	The battery shall have capacity to operate 180 kms in single charge at 80% SOC for SD AC Buses as per AIS :040 for the relevant GVW with Air Conditioning and opportunity charging of 45 minutes with assured kms of 225km per day.	Adhere to Tender Condition
205	Technical Specification (Volume III) Clause No – 4.2 Page No - 2		As per Manufacturer's design. Preferably batteries to last for at least 6 years.	As per Manufacturer's design. Preferably batteries to last for at least 5 years. Request to consider kindly.	As per manufactuers design
206	Technical Specification (Volume III) Clause No – 14 Page No - 3		The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	The battery shall have capacity to operate 180 kms in single charge at 80% SOC for SD AC Buses as per AIS :040 for the relevant GVW with Air Conditioning and opportunity charging of 45 minutes with assured kms of 225km per day.	Adhere to Tender Condition
207	Technical Specification (Volume III) Clause No – 15.6 (A) Page No - 5		40 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc.	33-36 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc. Request to consider kindly.	Minimum 35 Nos. seats of 2x2 High back seats with , as per AIS-052 & AIS-023 to be provided. Along with WC provison +Driver seat.
208	Technical Specification (Volume III) Clause No – 17.12 Page No - 7		Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760- Ring Type	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760- Type as per manufacturer.	As per manufacters design
209	Volume I Page No 6		Bid Security - Amount INR 18.31Crore shall be paid on line through any of the following e-payment modes to eprocurement portal.	Bid Security - **Amount INR 3.2 (1,00,000 each Bus) Crore** shall be paid on line through any of the following e-payment modes to eprocurement portal.	Adhere to Tender Condition
			Credit Card	Credit Card	
			Direct debit	Direct debit	
			National Electronic Fund Transfer (NEFT)	National Electronic Fund Transfer (NEFT)	
			Over the Counter (OTC) (Axis Bank)	Over the Counter (OTC) (Axis Bank)	
210	Volume I Eligibility creteria Point 2		Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the **Similar model**. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. Request to consider kindly.	Ref Sl No 237

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
211	Volume III Page no 30 Point 5.4.1		Any and all advertisement on the Buses would be the sole discretion of the Authority during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. The revenue generated through advertisement shall be property of Authority	Any and all advertisement on the Buses would be the sole discretion of the Authority during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. The revenue generated through advertisement shall be property of **Bidders.** Request to consider kindly.	Adhere to Tender Condition
212	Volume III Page no 50 Point 13.9.1		Delay in Supply of buses In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus.	Delay in Supply of buses In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus. Such penalty shall be capped at Rs.30,000 per Bus. Request to consider kindly.	Adhere to Tender Condition
213	Volume III Schedule G Page no 162		Release of Order: M Prototype delivery of bus: M + 01 Month Delivery of 100% of tendered vehicles: Within 31.03.2024	Release of Order: M Prototype delivery of bus: M + 03 Month Delivery of 100% of tendered vehicles: M + 09 Month. Request to consider kindly.	Release of Order- M Prototype bus - M+ 60 days 1st lot of 159 buses- Within 3 months from the date of supply of proto type bus 2nd lot of 160 buses- Within 6 months from the date of supply of proto type bus
			M/s. EKA Pinnacle Mobility Solutions		
214	ELIGIBILITY OF Bidders	9/2	Should have manufactured 80% of the tendered quantity of any electric buses in any one of the last three financial years. Should submit copies of Invoices.	Should have manufactured 80% of the tendered quantity or LOA/LOI of atleast 75 electric buses in any one of the last three financial years. Should submit copies of Invoices. Requesting authority to give exmpetion to MSEs	Ref Sl No 237
215	ELIGIBILITY OF Bidders	9/3	Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 to the offered model of atleast any one (9 M or12 M) electric bus model . Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR.	Ref Sl No 237
216	ELIGIBILITY OF THE BIDDERS	9	The Registered Electric Bus Manufacturer should have a Minimum Annual Turnover of INR.152.76 Crores in the last three preceding financial years and shall have positive Net worth for the Financial year. Should submit statement from the statutory auditor certifying/specifying net worth & turnover of the Registered Electric Bus Manufacturer.	of our associate companies. 3.For the turnover criteria allow associate /subsidiary/parent /holding company experience	Ref Sl No 237

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
217	ELIGIBILITY OF THE BIDDERS	22/j	EMD as Bid security of INR 18,31,00,000 (Indian Rupees Eighteen Crore Thirty one Lakh only) online only in e-procurement portal.	MSEs/Start-ups to be exempted for EMD submission This shall encourage more bidders to come forth in the EV business and therefore we request, that MSEs should be exempted from EMD Submission	Adhere to Tender Condition
218	VOLUME - II SPECIFICATIONS GENERAL	4.5 e.	Grade ability from Stop at 1.5 GVW - 17% or As per manufacturers design	Inplace of 1.5 GVW,it should be 50% overload	As per manufacturers design or CMVR
219	VOLUME - II SPECIFICATIONS GENERAL DESIGN SPECIFICATIO	26	Fire Detection & alarm System (FDAS) To be provided as per AIS : 135 & AIS : 153	As per AIS 135 FDAS/FDSS not required for EV.	As per CMVR to be provided.
220	VOLUME - II SPECIFICATIONS Fleet safety solution		Fleet safety solution -OEM certified, Level 2 Advanced Driver Assistance System (ADAS) and DMS to be provided as per the requirement of Authority. Successful bidder supposes to monitor the ADAS by having their own software tool. Monthly Reports may be shared with Traffic (Operation) section of BMTC.	ADAS Level 2 is not suitable for city application due to heavy traffic condition. we request authority to remove this clause	Provisons for ADAS to be provided. This is an essential feature required by BMTC, it has to be provided at mutually agreed time line between BMTC and service provider
221	VOLUME - II SPECIFICATIONS Seating and gangway etc..	15.6	Type Approved High Back type Seats 2x2 seats as per AIS: 023. Seat belts to be provided wherever it is necessary. Provision for wheel chair along ramp	Type Approved Seats & seating layout as per bus code 'PP-LD' (Polypropylene Low Density)/ LDPE moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS 023 and other requirements as per the AIS-052 for Type I application. Flammability of passenger seat components As per IS: 15061:2002 The gangway shall be as per the provisions of the AIS 052 Bus Code/UBS-II and would meet the requirements of AIS-153.	Adhere to Tender Condition
222	VOLUME - II SPECIFICATIONS Minimum seating capacity	15.6 A	40 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage etc.	In the given dimension of the bus maximum 35+D+WC area can be accommodated	Minimum 35 Nos. seats of 2x2 High back seats with , as per AIS-052 & AIS-023 to be provided. Along with WC provison +Driver seat.
223	Battery Pack Rating and Energy/Power	2/4	VI. Charging Time less than 2 hours- overnight charging.	LFP Battery requires at least 3~3.5 hrs of charging we request increase charging time	The bus to be charged at maximum of 2 hours
224	Battery Life	2/4.2	Battery Life As per Manufacturer's design. Preferably batteries to last for atleast 6 years.	As of now we provide battery warranty for 2000 cycles	As per manufactuers design
225	Fleet safety solution	13	Fleet safety solution OEM certified, Level 2 Advanced Driver Assistance System (ADAS) and DMS to be provided as per the requirement of Authority. Successful bidder supposes to monitor the ADAS by having their own software tool. Monthly Reports may be shared with Traffic (Operation) section of BMTC.	Is DMS = Driver Managment System (Please confirm)	DMS = Driver Managment System

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
226	Obligations relating to charging infrastructure	5.10.2 &	**Obligations relating to charging infrastructure** The Service Provider agrees that it is also responsible for providing the charging infrastructure at any third party locations that maybe required by them to ensure that the Buses deployed, operate for a minimum of 225 Kms per day. The Service Provider shall undertake the design, engineering, procurement, construction and operation of charging infrastructure and upstream power connectivity, etc. The Authority assist the Service Provider in undertaking any permissions, permits, etc., as the case maybe, but is not responsible or guarantee in anyway whatsoever for such support and approval from time to time. Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	Request you to provide down stream electrical 440V L.T supply. We kindly request that Upsteem Power Supply should be provided through Express feeder to prevent any power interruptions or outages. We request authority to provide L.T. power connection at opportunity charging station (location) as well.	Adhere to Tender Condition
227		5.11	The Operator shall endeavour to earn green revenues accruable from mitigation of greenhouse gases as a result of implementation of the Project, if available under Applicable Law. The Operator shall also undertake to prepare the project for availing green revenues and get these registered under the Clean Development Mechanism ("CDM") under Applicable Laws or any other such mechanism available during the Contract Period. The Operator shall share 50% (fifty percent) of the revenues earned from CDM with the Authority.	The Operator shall endeavour to earn green revenues accruable from mitigation of greenhouse gases as a result of implementation of the Project, if available under Applicable Law. The Operator shall also undertake to prepare the project for availing green revenues and get these registered under the Clean Development Mechanism ("CDM") under Applicable Laws or any other such mechanism available during the Contract Period. The Operator shall share 50% (fifty percent) 100% (Hundered Percent)of the revenues earned from CDM with the Authority.	Adhere to Tender Condition
228	ARTICLE 10 LAND FOR DEPOTS	40/10.1	Site for the Maintenance Depots The site for the Maintenance Depots shall comprise the facility described in Schedule-A and in respect of which leasehold rights and possession shall be provided and granted by the Authority to the Service Provider under and in accordance with this Agreement (the "Depot"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Depot shall be construed for the Maintenance Depots as set forth in Schedule-A. The bidder may visit the identified depots. No advertisements are allowed in depot premises.	SCHEDULE A Annex-I is blank, kindly provide details of all the relevant depots.	The details will be provided to sucessful bidder.
229	17.3 Spares and	40/10.2	Licence and Right of Way for Depot In consideration of the license fee of Rs. 1,000 (Rupees Thousand) plus applicable taxes per annum per Bus	We request for wavier for this clause.	Adhere to Tender Condition
230	17.3 Spares and	63/17.3.	The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 3 (Three)months.	Adhere to Tender Condition
231	ARTICLE 24 HANDOVER OF	95/24.2.	All Spares provided by the Service Provider under this Clause 24.2 shall carry a warranty of 36 (thirty six) months from the date of its repair or replacement whichever is earlier, as the case may be, free of cost to the Authority. The terms of such warranty shall be determined in accordance with Good Industry Practice.	All major equipment will come with a 36-month warranty. However, please note that there is no warranty provided for all wear and tear items.	Adhere to Tender Condition
			M/s. OHM Global Mobility Pvt. Ltd.		

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
234	14 & 20 Eligibility of bidders		The definition of associate /subsidiary /parent /holding company/ control/ significant influence is as under: For the purposes hereof: a. The word assosiate in relation to another entity shall : i. In case of a comapany, mean a company in which that other company has a significant influence, but which is not a subsidary copany of the company having such signifcant influence;	The definition of associate/Affiliate /subsidiary /parent /holding company/ control/ significant influence is as under: For the purposes hereof: "Affiliate" means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.	Ref Sl No 237
235	14 & 19 Eligibility of bidders		The bidder should be a registered electric bus manufacturer i.e. OEM or subsidiary or associate or parent entity in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.	The bidder should be a registered electric bus manufacturer i.e. OEM or subsidiary or associate or Affiliate or parent entity in India. Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.	Ref Sl No 237
236	31- Annexure-4		The Bidder should provide the financial capability based on its own financial statements. financial capability of the Bidder's parent company or its subsidiary or any associate company will be considered for computation of the financial capability of the Bidder.	The Bidder should provide the financial capability based on its own financial statements. financial capability of the Bidder's parent company or its subsidiary any associate/Affiliate company will be considered for computation of capability of the Bidder.	Ref Sl No 237

Eligibility of bidders to be read as

	Eligibility criteria	Documents to be submitted
a)	The bidder should be OEM i.e registered electric bus manufacturer or subsidiary or associate to OEM or parent entity in India	Should submit Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act and relevant certificates.
b)	Should have manufactured 80% of the tendered quantity i.e., 256 Nos buses of any electric bus model, cumulative in the last three financial years.	Should submit copies of Invoices/Delivery Completion certificates.
c)	Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 of 12 Mtr AC 400mm Floor Height Low Floor electric bus	Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection.
d)	The bidder should have a Minimum Average Annual Turnover of Rs. 152.76 Crores in the last three (03) preceding Financial years and shall have positive Net worth for the Financial year	Should submit statement from the statutory auditor certifying/specifying net worth & turnover.

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
237			**Associate (Parent / Subsidiary / Sister Concern) Criteria** In evaluating the Qualifications Criteria of the Bidder herein above, aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted. For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent/Holding Company) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern). 1. As used here, the expression "control" means, with respect to bidding firm, which is a company, i. the ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiary/Holding companies), of at least 50% of the voting shares/shareholding of the firm in question, OR ii. the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. iii. control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case if any other enterprise so as to obtain economic benefits from its activities excluding consortium. 2. As used here, the expression "control" means, with respect to bidding firm, which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question. 3. In case the bidding firm is a Proprietorship, the expression "control" shall mean, i. holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or ii. status as a Partner in the Partnership firm from which is taking credit with at least 50% share in the profits of such Partnership firm. (In the event of any confusion or dispute, the provisions of Companies Act 2013, appropriately applied in context, shall prevail) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.		

The bus to be compliant to the following features

1	Kneeling Mechanism with height adjustment
2	ATD should come with normal SIM slot with single carrier communicatio. / e-SIM. The data communication from the ATD with all incidents and video feed should be precisely on server/cloud provided by service provider.

CME,BMTC CoSP,BMTC CAO-FA,BMTC CTM(O),BMTC CCE-BMTC CME,KSRTC